

EMPLOYMENT AGREEMENT

TAMARA SMITH, SUPERINTENDENT and FULTON INDEPENDENT SCHOOL SYSTEM

THIS CONTRACT, made and entered into this 22nd day of March, 2013, by and between the **FULTON INDEPENDENT BOARD OF EDUCATION** of Fulton, Kentucky (hereafter call the “Board”), Party of the first Part, and **TAMARA SMITH**, (hereafter call the “Superintendent”), Party of the Second Part.

WITNESSETH:

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held the 25th day of April, 2011, whereby the Board employed said Tamara Smith as Superintendent of the Fulton Independent School System in accordance with the provisions set forth herein; and

WHEREAS, the Parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for said district as prescribed by the laws of the State of Kentucky and by the rules and regulations made there under and by the Kentucky Board of Education as well as local Board regulations and all other applicable law as relates to the duties and obligations of a Superintendent of Schools.

NOW, THEREFORE, the Board and Superintendent agree as follows:

1. **Term.** The term of the Employment Agreement shall commence on July 1, 2013, and terminate on June 30, 2016.
2. **Professional Certification and Responsibilities of Superintendent.**
 - a. **Certification.** The Superintendent shall hold a valid Certificate of Administration and Supervision by the State of Kentucky.
 - b. **Duties.** The Superintendent shall perform the duties of Superintendent of the Fulton Independent School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, regulations and policies made hereunder by the Board of Education of said district.
 - c. **Outside Activities.** The Superintendent shall devote her time, attention and energy to the business of the school district. The Superintendent may serve as a paid consultant to other districts or education agencies during non-contract time. The Superintendent may lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at her discretion, so long as such activities do not interfere with her duties as Superintendent.

The Superintendent and Board recognize the advisability and upon occasion, the necessity of the Superintendent to attend seminars, course, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district will incur necessary travel expenses as set forth in local Board policy. Likewise, the Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any functions, meetings, seminars or programs wherein she is compensated as a lecturer or consultant for such attendance, the time involved with such functions shall be considered as part of her non-contract time and the Board shall not pay the Superintendent's expenses involved with such functions.

- 3. Compensation.** The Board shall pay the Superintendent an annual salary of Ninety-six Thousand Dollars (\$96,000) for the fiscal years 2013 – 2016. Said salary is to be paid in monthly installments of 1/12th of the annual salary to be paid on the twenty-fourth (24th) day of each month for services rendered during the preceding month; the first such payment to be made on July 24, 2013. When the 24th falls on a Saturday or Sunday, payment shall be made on the preceding Friday.

The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of the Agreement; provided, specified above plus the yearly cost of living increase specified for all certified staff by the Kentucky Department of Education. Any such adjustment of salary made during the term of this Agreement shall be made by official Board action. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board.

4. Other Benefits.

- a. **Holidays.** It is understood and agreed that each school year from the 1st day of July to the 30th day of June, during the term of the Agreement, shall consist of two hundred forty (240) contract days, which are calculated by subtracting non-contracting days and weekends from a three hundred sixty-five (365) day year. The Superintendent may observe the following paid legal holidays:

New Years Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

- b. **Sick and Personal Days.** The Superintendent shall have twelve (12) sick days and three (3) personal days annually pursuant to board policy. Unused personal days shall be converted to sick days at the end of the school year. Unused sick days may accumulate without limit.

- c. **Health Insurance.** It is acknowledged that the Superintendent shall participate in the State Health Insurance Plan on the same basis as any other employee of the Fulton Independent School System. The Board will furnish family coverage for the Superintendent for health, dental and vision insurance. For the purposes of this contract, “family” is defined as candidate and spouse.
- d. **Expenses.** The Board shall pay or reimburse the Superintendent for all reasonable expenses, pursuant to current Board policies, approved by the Board and incurred by the Superintendent in the continuing performance of her duties under the Employment Agreement.
- e. **Professional and Civic Dues.** The Board recognizes the mutual benefits derived by the Superintendent’s membership in certain professional and civic organizations. The Board agrees to pay these dues upon receipt of invoices, provided, however, that the Board determines that such dues are reasonable.
- f. **Retirement Benefits.** The Superintendent shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.
- g. **Bonus.** The Superintendent is eligible for bonuses under this contract. The Superintendent shall receive 5% of any grant written by the Superintendent and awarded to Fulton Independent School District under the condition that the grant either directly or indirectly covers the cost of the bonus. The determination of this condition shall be made by the Superintendent, Finance Officer and a Board representative. Upon unanimous consent by the three (3) parties, the bonus will be awarded. This bonus agreement applies to all grant funds awarded to Fulton Independent School District on or after January 1, 2013. This three (3) person panel also has the authority to allocate this bonus in whole or in part to other members of Fulton Independent faculty and staff or outside consultants if it is deemed by this panel or the Board as a whole that a significant portion of the credit for the grant being awarded is due to a person or persons other than the Superintendent. The Fulton Independent School Board retains final authority by majority vote to overturn any allocation or award decision made by the panel.

The Superintendent shall receive a bonus in the amount of 10% of the base salary of \$96,000 in any year Fulton Independent School finishes in the top 50 for college and career readiness in the state of KY.

- 5. **Annual Evaluations.** The Board shall devote a portion or all of one or more meetings, during the term of this Agreement, to an evaluation of the Superintendent’s performance and to discussion of the working relationship between the Superintendent and the Board. Such discussion shall be conducted in compliance with KRS156.557(4)(a)(b)(c)(d) at a Board meeting in February of each year. All aspects of these discussions shall be treated confidentially by the Board. In addition, the Board and Superintendent shall communicate their views with respect to renewal of the Superintendent’s contract within ten (10) days following the evaluation in February 2016.

6. Termination of Employment Agreement.

This Employment Agreement may

be terminated by the following:

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| a. Mutual agreement by the Parties | c. Death of the Superintendent |
| b. Disability of the Superintendent | d. Discharge for cause as provided by law |

7. Severability.

Should any phrase, term or condition of this agreement be declared unlawful or unenforceable by final, binding decision of a COURT OF LAW, it shall not invalidate the remainder of this agreement, and the instrument shall be read, enforced and construed as if written without the offending language.

WITNESS OUR HANDS the day and date first above written.

Party of the First Part:

FULTON INDEPENDENT BOARD OF EDUCATION

BY _____
Debbie Vaughn, Chairman

Party of the Second Part:

BY _____
Tamara Smith, Superintendent